

Part 2A of Form ADV: Firm Brochure

Form ADV, Part 2A, Item 1

Cover Page

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FORM ADV PART 2 FIRM BROCHURE

This brochure provides information about the qualifications and business practices of SharpePoint, LLC. If you have any questions about the contents of this brochure, please contact us at 480-999-3033. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority.

Additional information about SharpePoint, LLC is also available on the SEC's website at www.adviserinfo.sec.gov. The searchable IARD/CRD number for SharpePoint, LLC is 290719.

SharpePoint, LLC is a Registered Investment Adviser. Registration with the United States Securities and Exchange Commission or any state securities authority does not imply a certain level of skill or training.

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Material Changes

SharpePoint, LLC was established as a new Registered Investment Advisor in January 2018.

SharpePoint, LLC owners are Robinson Financial Advisors, LLC (owned by Brian Robinson) and Regan & Associates LLC (owned by James Regan).

The material changes in this brochure from the last annual updating amendment of SharpePoint, LLC on 03/30/2023 are described below. Material changes relate to SharpePoint, LLC's policies, practices, or conflicts of interests.

- There are no material changes to report.

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Advisory Business

SharpePoint, LLC (hereinafter called "SharpePoint") is a Registered Investment Adviser based in Phoenix, Arizona, and incorporated under the laws of the State of Arizona. SharpePoint is owned by Robinson Financial Advisors, LLC (owned by Brian Robinson) and Regan & Associates LLC (owned by James Regan).

Founded in January 2018, SharpePoint provides investment advisory services, which may include, but are not limited to, the review of client investment objectives and goals, recommending asset allocation strategies of managed assets among investment products such as cash, stocks, mutual funds and bonds, annuities, and/or preparing written investment strategies. Our investment advice is tailored to meet our clients' needs and investment objectives. Clients may impose restrictions on investing in certain securities or types of securities (such as a product type, specific companies, specific sectors, etc.) by providing a signed and dated written notification, of which an e-mail is also an acceptable form of notification. SharpePoint also provides financial planning consulting services including, but not limited to, risk assessment/management, investment planning, estate planning, financial organization, or financial decision making/negotiation.

SharpePoint provides investment advisory and other financial services through its Investment Advisory Representatives ("IAR") to accounts opened with SharpePoint. Managed Accounts are available to individuals, charitable organizations, and small businesses.

Asset Management

SharpePoint provides discretionary and non-discretionary investment advisory services to some of its clients through various managed account programs. SharpePoint will assist clients in determining the suitability of the Managed Account Programs for the client. The IAR is compensated through a comprehensive single fee and the account may be assessed other charges associated with conducting a brokerage business. SharpePoint and its IAR, as appropriate, will be responsible for the following:

- Performing due diligence
- Recommending strategic asset and style allocations
- Providing research on investment product options, as needed
- Providing client risk profile questionnaire
- Obtaining investment advisory contract from client with required financial, risk tolerance, suitability, and investment vehicle selection information for each new account
- Performing client suitability check on account documentation, review the investment objectives and evaluate the investment vehicle selections
- Providing Firm Brochure (this document)

Held Away Asset Management Services

We provide an additional service for accounts not directly held at our custodian, but where we do have discretion, and may leverage an Order Management System to implement tax-efficient asset location and opportunistic rebalancing strategies on behalf of the client. These are primarily 401(k) accounts, HSA's, and other assets we do not custody. We regularly review the available investment options in these accounts, monitor them, and rebalance and implement our strategies in the same way we do other accounts, though using different tools as necessary.

Financial Planning

Financial plans and financial planning may include, but are not limited to: investment planning; life insurance; tax concerns; retirement planning; education planning; and debt/credit planning.

In offering financial planning, a conflict exists between the interests of the investment adviser and the interests of the client. The client is under no obligation to act upon the investment adviser's recommendation, and, if the client elects to act on any of the recommendations, the client is under no obligation to effect the transaction through the investment adviser. This statement is required by California Code of Regulations, 10 CCR Section 260.235.2.

Educational Seminars and Workshops

SharpePoint provides periodic educational seminars and workshops to clients and the general public free of charge.

Wrap Fee Programs

A wrap fee program is an investment program wherein the investor pays one stated fee that includes management fees, transaction costs, and certain other administrative fees. SharpePoint does not participate in any wrap fee programs.

Assets Under Management

The firm currently has the following assets under management as of December 2023

Discretionary: \$ 147,952,213 Non-Discretionary: \$ 0

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Fees and Compensation

The following types of fees will be assessed:

Asset Management – Fees for the initial month will be prorated based upon the number of calendar days in the calendar month that the advisory agreement is in effect. Fees are based on the market value of the assets on the last business day of the previous month. SharpePoint uses a blended fee schedule and may apply more than one rate to determine the blended annual fee. For example, household assets totaling \$1,000,000, would be charged 1.50% on the first \$499,999, and then 1.20% on the next \$500,001 to determine the total fee. Tiered Fee Schedule for Asset Management: Fee Schedule for Asset Management:

| Total Account Value | Tiered Annual Advisory Fee |
|--------------------------------|-----------------------------------|
| \$0-\$499,999 | 1.50% |
| Next \$500,000-\$1,499,999 | 1.20% |
| Next \$1,500,000-\$2,999,999 | 1.00% |
| Next \$3,000,000-\$4,999,999 | 0.90% |
| Next \$5,000,000-\$9,999,999 | 0.75% |
| Next \$10,000,000-\$19,999,999 | 0.60% |
| Next \$20,000,000--- | Negotiable |

As authorized in the client agreement, the account custodian withdraws SharpePoint, LLC's advisory fees directly from the clients' accounts according to the custodian's policies, practices, and procedures. The custodial statement includes the amount of any fees paid to SharpePoint for advisory services. You should carefully review the statement from your custodian/ broker dealer's statement and verify the calculation of fees. Your custodian/broker-dealer does not verify the accuracy of fee calculations.

Fees are charged in advance on a monthly basis, meaning that advisory fees for each month are charged on the first day of the month. Clients may terminate investment advisory services obtained from SharpePoint, without penalty, upon written notice within five (5) business days after entering into the advisory agreement with SharpePoint. The client is responsible for any fees and charges incurred by the client from third parties as a result of maintaining the account, such as transaction fees for any securities transactions executed and account maintenance or custodial fees. Thereafter, the client may terminate advisory services upon thirty (30) day written notice delivered to and received by SharpePoint. Clients who terminate investment advisory services during a month are charged a prorated advisory fee based on the date of SharpePoint's receipt of client's written notice to terminate. Any earned but unpaid fees are immediately due and payable, and any unearned pre-paid fees will be immediately refunded.

Held Away Asset Management Fees

All clients engaging in Investment Management Services must either engage in Comprehensive Financial Planning or meet a \$150,000 minimum of assets under management. This fee will be assessed and billed quarterly. Specifically, the exact amount charged is determined by the daily average over the course of the quarter. The current exception for this is directly-managed held-away accounts, which are determined by the account value at the end of the quarter (charges will be prorated). The advisory fee is a blended fee and is calculated by assessing the percentage rates using the predefined levels of assets as shown in the fee schedule and applying the fee to the daily average of the account value or the account value as of the last day of the previous quarter, resulting in a combined weighted fee. For example, an account valued at \$2,000,000 would pay an effective fee of 0.5% with the annual fee being \$10,000 (a quarterly fee of \$2,500). Investment management fees are generally directly debited on a pro rata basis from client accounts. The exception for this is directly-managed held-away accounts, such as 401(k)'s. As it is not possible to directly debit the fees from these accounts, those fees will be assigned another account of that client on a pro-rata basis. If the client does not have another account, those fees will be billed directly to the client. Accounts initiated or terminated during a calendar quarter will be charged a pro-rated fee based on the amount of time remaining in the billing period. An account may be terminated with written notice at least 15 calendar days in advance. Since

fees are paid in arrears, no rebate will be needed upon termination of the account.

Financial Planning – Financial planning services are charged in advance through a fixed fee arrangement as agreed upon between the client and SharpePoint, LLC. There will never be an instance where \$1,200 or more in fees is charged six or more months in advance. Fees are negotiable and vary depending upon the complexity of the client situation and services to be provided. SharpePoint charges an initial fee. Fixed fees range from \$1,200 to \$10,000 per project. On occasion we may also charge an hourly fee depending on the scope of the work. An estimate for total hours and charges is determined at the start of the advisory relationship. Financial planning fees are paid via check. Similar financial planning services may be available elsewhere for a lower cost to the client.

Typically, clients will be invoiced monthly for all time spent by SharpePoint as agreed upon by client or upon completion of the services if less than a month. Clients who wish to terminate the planning process prior to completion may do so with written notice. The client may obtain a refund of a pre-paid fee if the advisory contract is terminated before the end of the billing period by contacting Brian Robinson at 480-999-3033. Upon receipt of written notification, any earned fee will immediately become due and payable. A client may terminate an advisory agreement without being assessed any fees or expenses within five (5) days of its signing.

Private Fund - SharpePoint provides investment management services to Sharpepoint Strategic Opportunities Fund, LP (the “Fund”). The Fund are what is commonly referred to as 3(c)(1) funds, a term which refers to a section of the Investment Company Act of 1940, as amended (the “ICA”). The Fund are currently open to investors who are “accredited investors” as defined in Rule 501 of Regulation D under the Securities Act of 1933, as amended (the “Securities Act”), and satisfy the “qualified client” standard of the Investment Advisers Act of 1940, as amended (the “Advisers Act”) (the “Investors”). The text of this brochure relates to SMAs unless a Fund is specified. SharpePoint assesses clients’ current holdings and ensures alignment with both short-and long-term goals. The Firm performs ongoing reviews of investment performance and portfolio exposure to market conditions. Accordingly, the Firm is authorized to perform various functions without further approval from the client, such as the determination of securities to be purchased or sold without prior permission from the client for each transaction. Any and all trades are made in the best interest of the client as part of SharpePoint’s fiduciary duty. However, risk is inherent to any investing strategy and model. Therefore, SharpePoint does not guarantee any results or returns.

Private Fund Management

All Investors in one or more of the Funds receive a Confidential Private Offering Memorandum (the “Offering Memorandum”) and other offering documents before being given the opportunity to invest in the Fund. The Offering Memorandum discusses in detail the investment objectives, investment strategy and risk factors relating to an investment in the Fund. The investment objective of the Fund is to generate superior absolute returns by investing primarily on a long basis and short basis in a select number of publicly traded equity securities and other investments using “growth at a reasonable price” as our primary investment methodology. The firm maintains a flexible and opportunistic mandate for the Fund, and as such, there is no limitation on portfolio companies’ market capitalizations, industries or sectors, or countries of organization or domicile.

Additional Fees and Expenses

In addition to advisory fees paid to SharpePoint as explained above, clients may pay custodial service, account maintenance, transaction, and other fees associated with maintaining the account. These fees vary by broker and/or custodian. Clients should ask SharpePoint for details on transaction fees or other custodial fees specific to their account, as these fees are not included in the annual advisory fee. SharpePoint does not share any portion of such fees. Additionally, for any mutual funds purchased, the client may pay their proportionate share of the funds' distribution, internal management, investment advisory and administrative fees. Such fees are not shared with SharpePoint and are compensation to the fund manager. Clients are urged to read the mutual fund prospectus prior to investing.

Mutual fund companies impose internal fees and expenses on clients. These fees are in addition to the costs associated with the investment advisory services as described above. Complete details of such internal expenses are specified and disclosed in each mutual fund company's prospectus. Clients are strongly advised to review the prospectus(es) prior to investing in such securities.

Mutual funds purchased or sold in broker-dealer accounts may generate transaction fees that would not exist if the purchase or sale were made directly with the mutual fund company. Mutual funds held in broker-dealer accounts also charge management fees. These mutual fund management fees may be more or less than the mutual fund management fees charged if the client held the mutual fund directly with the mutual fund company. Clients may purchase shares of mutual funds directly from the mutual fund issuer, its principal underwriter, or a distributor without purchasing the services of SharpePoint or paying the advisory fee on such shares (but subject to any applicable sales charges). Certain mutual funds are offered to the public without a sales charge. In the case of mutual funds offered with a sales charge, the prevailing sales charge (as described in the mutual fund prospectus) may be more or less than the applicable advisory fee. However, clients would not receive SharpePoint's assistance in developing an investment strategy, selecting securities, monitoring performance of the account, and making changes, as necessary.

Please refer to Item 12 "Brokerage Practices" of this brochure for additional information.

Brian Robinson, James Regan, Jason McCaleb, and Daniel Laraway, in their outside business activities (see Item 10 below) are licensed to accept compensation for the sale of insurance products to SharpePoint clients. This presents a conflict of interest and gives the supervised person an incentive to recommend products based on the compensation received rather than on the client's needs. When recommending the sale of insurance products for which the supervised persons receive compensation, SharpePoint will document the conflict of interest in the client file and inform the client of the conflict of interest. Clients always have the right to decide whether to purchase SharpePoint-recommended products and, if purchasing, have the right to purchase those products through other brokers or agents that are not affiliated with SharpePoint.

Commissions are not SharpePoint's primary source of compensation for advisory services. Advisory fees that are charged to clients are not reduced to offset the commissions or markups on securities or investment products recommended to clients.

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Performance-Based Fees and Side-By-Side Management

Performance-Based Fees

Performance-based fees are fees based on a share of capital gains or capital appreciation of a Client's account. As described above, we currently charge performance-based fees. We only charge performance-based fees to investors in the Fund who are "Qualified Clients" who have a net worth greater than \$2,200,000 or those for whom we manage a minimum of \$1,100,000, from the beginning of our agreement for services.

"Side-by-Side Management" refers to a situation in which the same adviser manages accounts that are billed based only on a percentage of assets under management and at the same time manages other accounts for which fees are performance-based. SharpePoint's investment adviser representatives manage accounts that provide for a performance allocation alongside accounts that do not. Accounts that pay performance-based fees reward the adviser based on the performance in those accounts. As a result, performance-based fee arrangements likely provide a heightened incentive for the adviser to make investments that present a greater potential for return but also a greater risk of loss and that may be more speculative than if only asset-based fees were applied. On the other hand, an adviser will likely have an interest in engaging in relatively safe investments when managing accounts that pay a fee based on a percentage of assets under management. SharpePoint is guided by fiduciary principles in the management of conflicts of interest. SharpePoint is expected to always act in the best interests of its clients. As noted above, certain clients and clients of our affiliates will pay us or our affiliates performance-based fees or investment profit allocations in the form of a performance allocation or carried interest. Such performance-based fees and investment profit allocations may create potential conflicts of interest because SharpePoint and its affiliates manage clients and affiliate clients with such fee arrangements side by-side with clients and affiliate clients that we charge a fixed fee based on assets under management.

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Types of Clients

SharpePoint offers investment advisory services to individuals, high net worth individuals, charitable organizations, and small businesses. There is a minimum account size of \$250,000 to open and maintain an advisory account. However, this account minimum may be waived in the SharpePoint's sole discretion.

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Methods of Analysis, Investment Strategies, and Risk of Loss

SharpePoint's methods of analysis and investment strategies incorporate the client's needs and investment objectives, time horizon, and risk tolerance. SharpePoint is not bound to a specific investment strategy for the management of investment portfolios, but rather consider the risk tolerance levels pre-determined gathered at the account opening, as well as on an on-going basis. Examples of methodologies that our investment strategies may incorporate include:

Asset Allocation – Asset Allocation is a broad term used to define the process of selecting a mix of asset classes and the efficient allocation of capital to those assets by matching rates of return to a specified and quantifiable tolerance for risk.

Dollar-Cost Averaging – Dollar-cost averaging is the technique of buying a fixed dollar amount of securities at

regularly scheduled intervals, regardless of the price per share. This will gradually, over time, decrease the average share price of the security. Dollar-cost averaging lessens the risk of investing a large amount in a single investment at the wrong time.

Technical Analysis – involves studying past price patterns and trends in the financial markets to predict the direction of both the overall market and specific stocks.

Long-Term Purchases – securities purchased with the expectation that the value of those securities will grow over a relatively long period of time, generally greater than one year.

Short-Term Purchases – securities purchased with the expectation that they will be sold within a relatively short period of time, generally less than one year, to take advantage of the securities' short term price fluctuations.

Our strategies and investments may have unique and significant tax implications. Regardless of your account size or other factors, we strongly recommend that you continuously consult with a tax professional prior to and throughout the investing of your assets.

Investing in securities involves risk of loss that clients should be prepared to bear. Although we manage your portfolio with strategies and in a manner consistent with your risk tolerances, there can be no guarantee that our efforts will be successful. You should be prepared to bear the risk of loss.

All investments involve the risk of loss, including (among other things) loss of principal, a reduction in earnings (including interest, dividends, and other distributions), and the loss of future earnings. These risks include market risk, interest rate risk, issuer risk, and general economic risk. Regardless of the methods of analysis or strategies suggested for your particular investment goals, you should carefully consider these risks, as they all bear risks.

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Disciplinary Information

SharpePoint, LLC or its Principal Executive Officers have not had any reportable disclosable events in the past ten years.

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Other Financial Industry Activities and Affiliations

The IARs of SharpePoint are not currently registered with any broker dealer.

Neither SharpePoint nor its representatives are registered as a Futures Commission Merchant, Commodity Pool Operator, or a Commodity Trading Advisor.

The IARs of SharpePoint may also be licensed insurance agents with SharpePoint's affiliate, SharpePoint Insurance Group. From time to time, they may offer clients advice or products from those activities. Clients should be aware that these services pay a commission and involve a possible conflict of interest, as commissionable products can conflict with the fiduciary duties of a registered investment adviser. SharpePoint always acts in the best interest of the client; including the sale of commissionable products to advisory clients. Clients are in no way required to implement the plan through any representative of SharpePoint in their capacity as an insurance agent.

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SharpePoint does not utilize nor select third party investment advisers.

All material conflicts of interest under Section 260.238 (k) of the California Corporations Code are disclosed regarding the investment adviser, its representatives or any of its employees, which could be reasonably expected to impair the rendering of unbiased and objective advice.

James B. Regan is an advisor at LongTerm Care 4 Veterans.

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Code of Ethics, Participation or Interest in Client Transactions and Personal Trading

SharpePoint's Code of Ethics includes guidelines for professional standards of conduct for our Associated Persons. Our goal is to protect client interests at all times and to demonstrate our commitment to fiduciary duties of honesty, good faith, and fair dealing. All of SharpePoint's Associated Persons are expected to strictly adhere to these guidelines. Persons associated with SharpePoint, LLC are also required to report any violations to the Code of Ethics. Additionally, the firm maintains and enforces written policies reasonably designed to prevent the misuse or dissemination of material, non-public information about our clients or client accounts by persons associated with our firm.

SharpePoint and its employees may buy or sell securities that are also held by clients. It is the expressed policy of the advisor that no person employed by our firm purchase or sell any security prior to the transaction being implemented for an advisory account; therefore, preventing such employees from benefiting from transactions placed on behalf of the advisory clients.

The advisor may have an interest or position in a certain security, which may also be recommended to the client. As these situations may present a conflict of interest, the advisor has established the following restrictions in order to ensure its fiduciary responsibilities:

1. A director, officer or employee of the advisor shall not buy or sell a security for their personal portfolio(s) where their decision is substantially derived, in whole or part, by reason of his or her employment, unless the information is also available to the investing public. No owner/employee of SharpePoint shall prefer their own interest to that of the client.
2. The advisor maintains a list of all securities held by the company and all directors, officers, and employees. These holdings are reviewed on a quarterly basis by the principal of the firm.

3. The advisor requires that all employees must act in accordance with all applicable Federal and State regulations governing registered investment advisors.
4. The advisor will not implement personal trades in any manner in which clients are at a disadvantage.

SharpePoint's Code of Ethics is available to you upon request. You may obtain a copy of our Code of Ethics by contacting Brian Robinson at 480-999-3033. SharpePoint does not recommend that clients buy or sell any security in which SharpePoint or a related person has a material financial interest.

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Brokerage Practices

We typically recommend Charles Schwab & Co., Inc. ("Schwab"), a registered broker-dealer, member SIPC, as the qualified custodian. SharpePoint is independently owned and operated and is not affiliated with Schwab. Schwab will hold your assets in a brokerage account and buy and sell securities when we instruct them to. While we recommend that you use Schwab as a custodian, you will decide whether to do so and will open your account with Schwab by entering into an account agreement directly with them. We do not open the account for you, although we may assist you in doing so.

Products and services available to the Firm from Schwab

Schwab Advisor Services™ is Schwab's business serving independent investment advisory firms like us. Schwab provides SharpePoint and our clients with access to institutional brokerage – trading, custody, reporting and related services – many of which are not typically available to Schwab retail customers. Schwab also makes available various support services. Some of those services help us manage or administer our clients' accounts while others help us manage and grow our business. Schwab's support services described below are generally available on an unsolicited basis (i.e., we do not have to request them) and at no charge to us. Here is a more detailed description of Schwab's support services:

Services that Benefit Clients Directly

Schwab's institutional brokerage services include access to a broad range of investment products, execution of securities transactions, and custody of client assets. The investment products available through Schwab include some to which we might not otherwise have access or that would require a significantly higher minimum initial investment by our clients. Schwab's services described in this paragraph generally benefit each client.

Services that May Not Directly Benefit Clients

Schwab also makes available to us other products and services that benefit us but may not directly benefit a specific client. These products and services assist us in managing and administering our clients' accounts. They include investment research, both Schwab's own and that of third parties. We use this research to service all or a substantial number of our clients' accounts. In addition to investment research, Schwab also makes available software and other technology that:

- Provides access to client account data (such as trade confirmations and account statements);
- Facilitates trade execution and allocate aggregated trade orders for multiple client accounts;
- Provides pricing and other market data;
- Facilitates payment of our fees from our clients' accounts; and
- Assists with back-office functions, recordkeeping and client reporting.

Services that Generally Benefit Only Us

Schwab also offers other services intended to help us manage and further develop our business enterprise. These services include (among others) the following:

- Educational conferences and events
- Technology, compliance, legal, and business consulting
- Publications and conferences on practice management and business succession
- Access to employee benefits providers, human capital consultants and insurance providers

Schwab will provide some of these services itself or will arrange for third-party vendors to provide the services to us. Schwab may also discount or waive its fees for some of these services or pay all or a part of a third-party's fees. Schwab may also provide us with other benefits, such as occasional business entertainment of our personnel.

Our Interest in Schwab's Services

The availability of the services described above from Schwab benefits us because we do not have to produce or purchase them. They are not contingent upon SharpePoint committing any specific amount of business to Schwab in trading commissions or assets in custody. The fact that we receive these benefits from Schwab is an incentive for us to recommend the use of Schwab rather than making such a decision based exclusively on your interest in receiving the best value in custody services and the most favorable execution of your transactions. This is a conflict of interest. We believe, however, that taken in the aggregate our recommendation of Schwab as a custodian and broker is in the best interest of our clients. Our selection is primarily supported by the scope, quality and price of Schwab's services, and not Schwab's services that benefit only us.

SharpePoint does not have any soft dollar arrangements.

SharpePoint does not receive client referrals from broker-dealers in exchange for cash or other compensation, such as brokerage services or research.

When SharpePoint buys or sells the same security for two or more clients (including our personal accounts), we may place concurrent orders to be executed together as a single “block” in order to facilitate orderly and efficient execution. Each client account will be charged or credited with the average price per unit. We receive no additional compensation or remuneration of any kind because we aggregate client transactions. No client is favored over any other client. If an order is not completely filled, it is allocated pro-rata based on an allocation statement prepared by SharpePoint prior to placing the order. Because of an order’s aggregation, some clients may pay higher transaction costs, or greater spreads, or receive less favorable net prices on transactions than would otherwise be the case if the order had not been aggregated. SharpePoint may choose to aggregate orders for its proprietary or personnel’s accounts with those of its clients.

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Review of Accounts

Client accounts are reviewed at least quarterly by Brian Robinson or James Regan, Principal Executive Officers of the firm. Client accounts are reviewed with regard to their investment policies and risk tolerance levels.

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All financial planning accounts are reviewed upon financial plan creation and plan delivery by one of the Principal Executive Officers of the firm. There is only one level of review and that is the total review conducted to create the financial plan.

Reviews may be triggered by material market, economic or political events, or by changes in client's financial situations (such as retirement, termination of employment, physical move, or inheritance).

Each client will receive at least quarterly a written report that details the clients’ account which may come from the custodian.

Clients are provided a one-time financial plan concerning their financial situation. After the presentation of the plan, there are no further reports. Clients may request additional plans or reports for a fee.

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Client Referrals and Other Compensation

Other than soft dollar benefits as described in Item 12 above, SharpePoint does not receive any economic benefit, directly or indirectly from any third party for advice rendered to SharpePoint clients.

SharpePoint does not compensate non-advisory personnel (solicitors) for client referrals.

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Custody

When advisory fees are deducted directly from client accounts at client's custodian, SharpePoint will be deemed to have limited custody of client's assets. Prior to permitting direct debit of fees, each client provides written

authorization permitting fees to be paid directly from the custodian. As part of the billing process, the client's custodian is advised of the amount of the fee to be deducted from that client's account. On at least a quarterly basis, the custodian is required to send to the client a statement showing all transactions within the account during the reporting period. The custodian does not calculate the amount of the fee to be deducted and does not verify the accuracy of SharpePoint's advisory calculation. Therefore, it is important for clients to carefully review their custodial statements to verify the accuracy of the calculation. Clients should contact SharpePoint directly if they believe that there may be an error in their statement.

Further, although we do not maintain direct custody of client assets, we provide investment management services to the Fund and therefore are deemed by the SEC to have custody of those assets. We undergo an annual examination for that vehicle conducted by an independent auditor. The auditors' procedures for the examination may include confirmation of the vehicle's assets as well as confirmation of contributions and withdrawals (or capital calls/distributions or subscriptions/redemptions).

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Investment Discretion

Before SharpePoint can buy or sell securities on your behalf, you must first sign our discretionary management agreement, a limited power of attorney, and/or trading authorization forms. By choosing to do so, you may grant the firm discretion over the selection and amount of securities to be purchased or sold for your account(s) without obtaining your consent or approval prior to each transaction. Clients may impose limitations on discretionary authority for investing in certain securities or types of securities (such as a product type, specific companies, specific sectors, etc.), as well as other limitations as expressed by the client. Limitations on discretionary authority are required to be provided to the IAR in writing. Please refer to the "Advisory Business" section of this Brochure for more information on our discretionary management services.

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Voting Client Securities

SharpePoint does not vote proxies on behalf of client advisory accounts. At your request, SharpePoint may offer you advice regarding corporate actions and the exercise of your proxy voting rights. If you own shares of common stock or mutual funds, you are responsible for exercising your right to vote as a shareholder.

In most cases, you will receive proxy materials directly from the account custodian. However, in the event we were to receive any written or electronic proxy materials, we would forward them directly to you by mail, unless you have authorized our firm to contact you by electronic mail, in which case, we would forward any electronic solicitation to vote proxies.

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Financial Information

SharpePoint neither requires nor solicits prepayment of more than \$1,200 in fees per client, six months or more

in advance and therefore does not need to include a balance sheet with this brochure.

Neither SharpePoint nor its management has any financial condition that is likely to reasonably impair SharpePoint's ability to meet contractual commitments to clients.

SharpePoint has not been the subject of a bankruptcy petition in the last ten years.